Massachusetts Division of Health Care Finance and Policy
Health Safety Net

Provider INET Administrator – Special Circumstances Application
Provider Acknowledgement

_____   _____ ("Provider")
       Provider Name (please print)   *Type of Entity*

and the Division of Health Care Finance and Policy ("Division") enter into this Special Circumstances

Application Provider Acknowledgement ("Acknowledgement") as of _____, 200__ .

This Acknowledgement describes the terms governing the Provider's registration as a Special Circumstances

Application submitter and use of the Special Circumstances Application.

SECTION 1: DEFINITIONS

Within this Acknowledgement, terms have the following meanings:

Providers: Acute care hospitals or community health centers approved by the Division to submit Health Safety Net (HSN) claims.

Division: The Division of Health Care Finance and Policy.

DHCFP-INET: The Division's Internet website where Providers submit the Special Circumstances Application and Users download information relative to submitted data.

HSN – Special Circumstances Application: An Internet-based application, used by Providers and the Division to determine HSN eligibility for confidential minors, battered women and their dependents and Medical Hardship. The HSN-Special Circumstances Application replaces the old Free Care Application program that Providers previously used for these HSN applications.

HSN – Special Circumstances Application User Agreement: Agreement on which a Provider identifies the individuals assigned to use the Special Circumstances Application. A Provider's authorized signatory must sign and submit this Agreement to the Division..

Provider-INET Administrator: A person authorized by a Provider to add, delete and update User accounts for the Provider on *DHCFP-INET*. The administrator must ensure all users have executed a User Agreement. The administrator has the ability to reset user passwords. The Division will assist the administrator by providing reports and tools to facilitate user account maintenance. Providers may have more than one administrator to cover multiple shifts and serve as back-up.

<u>User</u>: A person, authorized by a provider to submit data to the Division through *DHCFP-INET,* who has executed a User Agreement and to whom the Division has granted access to *DHCFP-INET*. A User may be a Provider employee or contractor, or an employee of a Provider contractor or intermediary.

SECTION 2: RESPONSIBILITIES OF THE PARTIES

The parties agree as follows:

The Provider will use *DHCFP-INET* to submit data to the Division. The Provider will require each User to execute a User Agreement, keep the agreements on file, and make them available to the Division upon request. The Provider will retain a copy of the Provider Acknowledgement and the original User Agreement.

The Provider will authorize access only to persons who need to submit required data. The Provider will institute appropriate password controls for each User and will ensure that each User accesses *DHCFP-INET* using only his or her own user ID and password and does not share this information with any other person. The Provider's *DHCFP-INET* administrator will immediately update *DHCFP-INET* when a User is no longer authorized to access *DHCFP-INET* due to resignation, termination, or breach of a term of this Acknowledgement or the User Agreement.

The Provider will retain a copy of any data submitted via *DHCFP-INET* sufficient to enable it to resubmit if the original submission is lost or destroyed before the Division processes it.

The Provider is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the Division. Use of an intermediary does not relieve the Provider of any risks or obligations assumed by it under this Acknowledgement or applicable laws and regulations. **In becoming an approved submitter of the Special Circumstances Application, the Provider acknowledges and agrees to the following:**

(a) Not to copy, disclose, publish, distribute or alter any data, data transmission, or the control structure applied to transmissions, or use them for any purpose other than the purpose for which the Provider was specifically given access and authorization by the Division. Provider further acknowledges that the information about minors and battered women is confidential, must be treated with caution so as not to alert anyone except those listed on the application and that the Provider must suppress all correspondence.

(b) Not to obtain access to any data, transmission, or the Division's systems by any means or for any purpose other than as the Division has expressly authorized the Provider.

(c) If the Provider receives data not intended for receipt by the Provider, the Provider will immediately notify the Division to arrange for its return or resubmission as the Division directs. After such return or resubmission, the Provider will immediately delete all copies of such data remaining in its possession.

(d) To maintain possession of all original documentation relative to a Special Circumstances Application. Upon request from the Division, the Provider will provide any information the Division deems necessary for the processing of a submitted application.

(e) The Special Circumstances Application is an internal application submitted to and processed by the Division and is not processed by or a part of the MA-21 eligibility process utilized with Member Benefit Request (MBR) and Virtual Gateway (VG) application submissions. Special Circumstances Application eligibility determinations do not appear in the Recipient Eligibility Verification System (REVS) or My Account Page (MAP). The Provider will keep an indicator as part of the patient's record to show that Special Circumstances category(s) approval for this person(s). This indicator replaces the REVS check for Special Circumstances patients. As a participant in the Special Circumstances Program, the Provider accepts responsibility for tracking the eligibility type and start and end dates at the Provider's facility(s), until the Division states differently or unless otherwise noted in subsection (f) below.

(f) The Provider will submit Medical Hardship applications via the Special Circumstances Application. The Division will conduct an internal review to determine Medical Hardship. The Special Circumstances Application will not post nor communicate a Medical Hardship determination. Providers do not need to track the eligibility start or end dates for Medical Hardship applications.

(g) To properly code Special Circumstances Application medical claims pursuant to the Division's claims guides. As noted in (e) above, Provider acknowledges that assigned coding for pertinent claims is necessary given that the Special Circumstances Application eligibility determination is an internal process and not related to MA-21, REVS or MAP. As noted in (f) above, Provider acknowledges that assigned coding for pertinent claims is required given that the Division determines approval of the Medical Hardship application after conducting an internal review that is not related to MA-21, REVS or MAP. The Provider must submit claims for HSN or Medical Hardship services for these eligible individuals to the Division. The Division is not responsible for claims submitted to other payers and the breech of confidentiality that may result.

(h) The VG/MA-21 process does not determine eligibility for those Special Circumstances patients eligible to receive HSN coverage for prescribed drugs. POPS or REVS will not show the HSN eligibility for these patients. Filing a claim through POPS may violate the confidential status of these Special Circumstances patients. Medical providers (i.e., CHCs and Acute hospital Outpatient Pharmacy departments.) must clearly identify all Special Circumstances prescriptions to the HSN eligible pharmacy so they can be filled and documented properly.

Providers submit pharmacy claims for these Special Circumstances eligible services on a monthly basis using the Special Circumstances Pharmacy INET Application. The HSN claims processing system will check that the patient has a Special Circumstances Application on file and is eligible to receive the services.

The Division processes pharmacy claims submitted through the Special Circumstances Pharmacy INET Application after the close of the month in which they are received and includes payments in the following month's disbursements. Providers must also ensure that the prescription includes the Special Circumstances Application identification number to ensure proper billing. Providers are responsible for the submission of Special Circumstances Pharmacy Claims via INET, not POPS, to ensure the confidentiality of provided services.

Each party will take reasonable steps to ensure that the information submitted in each electronic transmission is timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to (a) its own and the other party's transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them.

The Provider acknowledges that if a Special Circumstances eligible patient is a member of any other health insurance plan, submitting confidential claims to that insurer may violate the confidentiality of the Special Circumstances patient and services.

Each party agrees to notify the other party immediately if an employee or agent, including any User, breaches the Acknowledgement or any provision of the User Agreement. Such notification will include the identity of such individual(s) and the nature of the breach. The Division, at its own expense and after reasonable notice, may conduct an audit of the Provider to determine if the Provider is in compliance with the terms of this Acknowledgement. The Division may terminate this Acknowledgement and the Provider's access to *DHCFP-INET*, at any time if it determines that the Provider is not in compliance with the terms of this Acknowledgement.

Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transmissions to, or receiving electronic transmissions from, the other party. Each party will provide and maintain at its own expense the personnel, equipment, software, training, services and testing necessary to implement the requirements of this Acknowledgement. Each party shall regularly run anti-virus software to prevent the input or uploading of any viruses or other code capable of disrupting or disabling computer hardware or software.

Providers must identify in this Acknowledgement below the name and associated information of the employee it designates as the external INET Administrator for the facility. The external INET Administrator may create additional administrators and regular INET users. The external INET Administrator may create, maintain and delete user access requests and reset user passwords for the facility. The external INET Administrator is responsible for registering authorized individuals for access to INET and submission of Special Circumstances applications and claims information on behalf of Provider. The INET Administrator must notify the Division immediately of the departure, hire, change of job status or any pertinent change in job assignment which would impact the access required by an individual to INET or any of the data submitted to or received by the Division. The Provider must assign a contact who will assume the duties of the INET Administrator once this position is no longer held. Assignment of this individual and notification to the Division must occur in a reasonable timeframe that allows for required procedures to be implemented. **NOTE: The Division will not grant access to the Special Circumstances Application until a Provider submits a completed Provider Acknowledgement to the Division and identifies and registers an external INET Administrator with the Division as outlined above.**

The Provider is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the Division. Provider must ensure that all access to data is conducted within a controlled and secure environment. Use of an intermediary shall not relieve the Provider of any risks or obligations assumed by it under this Acknowledgement, or under applicable law and regulations. Provider must take reasonable steps to ensure that the information submitted in each electronic transmission is timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to (a) its own and the other party's transmission and processing systems, (b) the transmissions themselves, and (c) the control

control structure applied to transmissions between them.

This Acknowledgement will expire when the Provider no longer submits to or receives data from *DHCFP-INET* or upon termination by the Division. Termination of this Acknowledgement does not relieve the Provider of its obligations under this Acknowledgement with respect to Division data received by the Provider before the effective date of the termination.

_____
Provider Authorized Signatory

_____
Printed Name of Signatory

_____
Title of Signatory

_____
Telephone Number of Signatory

_____
E-mail Address of Signatory

_____
Address of Signatory

_____
INET Administrator Name

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INET Administrator Email Address

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INET Administrator Phone Number

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Fax Number

_____
INET Administrator Address

_____
INET Administrator City, Zip Code

_____
Date